

08 CV 01047

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

K&K No. 58390

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DOW JONES & COMPANY, INC.,

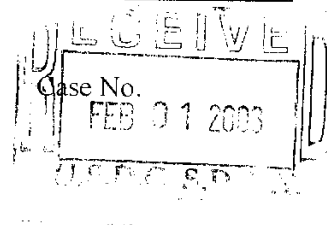
Plaintiff,

-against-

MOUNT HOLLY CLUB LLC d/b/a MT. HOLLY CLUB,

Defendant.  
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COMPLAINT



Plaintiff, Dow Jones & Company, Inc., by its attorneys, Kazlow & Kazlow, for its  
Complaint, alleges as follows:

**The Parties**

1. Dow Jones & Company, Inc., is, and at all relevant times was, a corporation formed and existing under the laws of the State of New York, having its principal office and place of business at 200 Liberty Street, New York, NY 10281.
2. Upon information and belief, defendant, Mount Holly Club LLC d/b/a Mt. Holly Club, is a corporation formed and existing under the laws of the State of Utah, having its principal office and place of business at 2340 East Phylden Drive, Holladay, UT 84117.

**Jurisdiction and Venue**

3. This Court has subject matter jurisdiction over this matter on grounds of the diversity of the citizenship of the parties, pursuant to 28 U.S.C. §1332(a)(1). Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) and (c).

**Background**

4. Beginning on or about March 2, 2007, the parties entered into one or more

agreements (the "Agreements") pursuant to which plaintiff provided defendant with advertising services and advertising space in plaintiff's publications.

5. Pursuant to the Agreements, defendant agreed to pay the full purchase price of said advertising services and space.

6. Plaintiff performed its obligations under the Agreements by providing the required services to defendant, and submitted invoices to defendant in the total amount of \$586,566.26 as of July 28, 2007.

**AS AND FOR A FIRST CLAIM FOR RELIEF**

7. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 6 above, as if fully set forth herein.

8. Plaintiff performed all of the terms and conditions of the Agreements on its part to be performed.

9. Defendant breached the Agreements by failing to tender payment to plaintiff for its services, despite plaintiff's due demand therefor.

10. By reason of this breach, plaintiff has been damaged in the amount of \$586,566.26, together with interest from July 28, 2007.

**AS AND FOR A SECOND CLAIM FOR RELIEF**

11. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 10 above, as if fully set forth herein.

12. Invoices were duly sent by the plaintiff to the defendant at its place of business.

13. Upon information and belief, the invoices were received by defendant.

14. The invoices were retained by defendant without timely objections.

15. Defendant thereby acquiesced in the accounts stated by plaintiff. By reason of defendant's failure to pay these accounts stated, plaintiff has been damaged in the amount of \$561,566.26, together with interest from July 28, 2007.

**AS AND FOR A THIRD CLAIM FOR RELIEF**

16. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 15 above, as if fully set forth herein.

17. Plaintiff, at defendant's specific instance and request, provided advertising services and advertising space in plaintiff's publications to defendant, with the mutual understanding that defendant would compensate plaintiff for such services and for plaintiff's expenses incurred in providing such services.

18. The unpaid portion of the fair and reasonable value of the services provided by plaintiff to defendant is \$561,566.26 as of July 28, 2007.

19. Plaintiff is therefore damaged by defendant in the amount of \$561,566.26, no part of which has been paid, although due and duly demanded, plus interest from July 28, 2007.

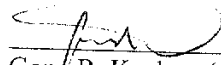
WHEREFORE, plaintiff, Dow Jones & Company, Inc., respectfully requests that a judgment be entered:

- A. Awarding it damages in the amount of \$561,566.26, with interest from July 28, 2007, upon its First Claim for Relief;
- B. Awarding it damages in the amount of \$561,566.26, with interest from July 28,

2007, upon its Second Claim for Relief;

- C. Awarding it damages in the amount of \$561,566.26, with interest from July 28, 2007, upon its Third Claim for Relief;
- D. Awarding it its costs and disbursements in this action, including its reasonable collection costs and attorney's fees; and
- E. Granting it such other and further relief as the Court may deem to be just and proper.

Dated: New York, New York  
January 31, 2008

  
Gene R. Kazlow (GK-0226)  
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